

**THIN BLUE LINE BENEFITS ASSOCIATION HOLDINGS LLC**

**WRITTEN CONSENT OF THE MANAGER  
IN LIEU OF  
ORGANIZATIONAL MEETING**

**MAY 26, 2020**

The undersigned, being the manager (the “**Manager**”) of Thin Blue Line Benefits Association Holdings, a Texas limited liability company (the “**Company**”), hereby waives any and all requirements for calling, giving notice of, and holding an organizational meeting of the initial Manager of the Company and, in lieu of such organizational meeting and pursuant to Section 6.201 of the Texas Business Organizations Code, hereby consents to the adoption of the following resolutions:

**I. MANAGER**

RESOLVED, that Anna Reed, as stated in the Certificate of Formation, be the sole and only Manager of the Company, agreeing to serve as a manager of the Company until her successor is chosen and qualified or until her earlier death, resignation, retirement, disqualification or removal from office.

**II. CERTIFICATE OF FORMATION**

RESOLVED, that the Certificate of Formation of the Company filed with the Secretary of State of the State of Texas on May 26, 2020 (the “**Certificate of Formation**”) is hereby approved, ratified and confirmed in all respects.

**III. LIMITED LIABILITY COMPANY AGREEMENT**

RESOLVED, that the Limited Liability Company Agreement of the Company submitted to and reviewed by the undersigned (the “**Company Agreement**”) is approved in all respects and adopted as the Company Agreement of the Company, and a copy thereof shall be inserted in the minute book of the Company.

**IV. OFFICERS; BOOKS AND RECORDS; ORGANIZATIONAL EXPENSES**

RESOLVED FURTHER, that the following are approved in all respects as the officers of the Company to serve per the Company Agreement:

Anna Reed	CEO/President
Matt Clay	Vice President/Marketing/Business Development
Bryan Potter	Vice President/Product Development/Strategic Alliances
Ronnie Raben	Secretary/Treasurer

RESOLVED, that Anna Reed (the “**Authorized Person**”) is hereby authorized and directed to procure all necessary books and records of the Company.

RESOLVED, that the Authorized Person of the Company is hereby authorized and directed to pay all fees, expenses, and costs incident to or necessary for the formation and organization of the Company.

### V. MEMBERS, ETC.

RESOLVED FURTHER, that the Members/Capital Contributions/Ownership are as follows:

Name/Title/Address EIN/SSN	Manager Registered Agent Registered Address Capital Contribution	Officer Position	Number of Units/Cert # Class of Units Date
Thin Blue Line Benefits, Inc., TX corporation Guineth A. Reed, CEO/President 208 Fulton Avenue Rockport, TX 78382 47-4958277	NA \$62.50 Services	NA	6,250,000 #1A Class A Voting 5-26-2020
Guineth A. Reed 208 Fulton Avenue Rockport, TX 78382 443-76-0302	Manager Registered Agent Registered Address	CEO/President	NA
Matthew R. Clay 1 Tomahawk Street Trabuco Canyon, CA 92679 552-79-8889	NA \$12.50 Services	Vice President Marketing Business Development	1,250,000 #1B Class B Nonvoting 5-26-2020
Bryan D. Potter 1919 Pasadena Drive Austin, TX 78757 469-92-0443	NA \$12.50 Services	Vice President Product Development Strategic Alliances	1,250,000 #2B Class B Nonvoting 5-26-2020
Rockledge Investments, LLC, TX limited liability company Ronnie Raben, Vice President 4000 Rockledge Drive Austin, TX 78731 82-2291183	NA \$12.50 Services	NA	1,250,000 #3B Class B Nonvoting 5-26-2020
Ronnie Raben 4000 Rockledge Drive Austin, TX 78731 461-68-3218	NA	Senior Business Advisor Secretary/Treasurer	NA
			<b>10,000,000</b> <b>Total Class A Voting</b> <b>and</b> <b>Class B Nonvoting</b> <b>Units Outstanding</b>

### VI. FISCAL YEAR; ACCOUNTS; EIN; CONSULTING; MARKETING, EDUCATION, TRAINING; ACCOUNTANT; SUBS/ASSOCIATIONS; LIFE & LEGACY

RESOLVED, that the calendar year is hereby adopted as the fiscal year of the Company and the Authorized Person is hereby authorized and directed to keep the books of account and financial records of the Company in accordance with such fiscal year.

RESOLVED FURTHER, that Ronnie Raben is authorized to obtain the Federal Employer Identification Number from the IRS for the Company and that the Company will elect to be taxed as a partnership for Federal income tax purposes.



RESOLVED FURTHER, that Rockledge Consulting LLC/Ronnie Raben be engaged for executive and business consulting/advisor for the Company per an Engagement Agreement to be entered into by the Company.

RESOLVED FURTHER, that the Company enter into an agreement with Thin Blue Line Benefits, Inc., a Texas corporation (the “**Benefits**”), for Company to create subsidiaries/associations (the “**Associations**”) offering marketing/education/training services to members of Associations in exchange for net profits of Benefits to be paid to Company, all as made and provided in the agreement to be entered into by the Company and Benefits attached to this Consent.

RESOLVED FURTHER, that the Company engage Greg Copp to provide accounting services and financial/business advice.

RESOLVED FURTHER, that the Company form Associations (subsidiary limited liability companies) in various states as membership associations, to provide education/training to Associations’ members.

RESOLVED FURTHER, that the Company work with Associations and Life & Legacy Discussions, Inc., a Texas nonprofit corporation qualified with the IRS as a 501c (3) educational and charitable organization, to provide education/training to the Associations’ members.

#### **VII. REGISTERED OFFICE; REGISTERED AGENT; QUALIFICATION**

RESOLVED, that the designation in the Certificate of Formation of the registered office of the Company in the State of Texas, and the designation in the Certificate of Formation of the registered agent of the Company in said office, is approved, ratified, and confirmed.

RESOLVED FURTHER, that, for purposes of authorizing the Company to do business in any state, territory or dependency of the United States or any foreign country in which it is necessary or expedient for the Company to transact business, the Authorized Person is hereby severally authorized to appoint and substitute all necessary agents or attorneys for service of process, to designate and change the location of all necessary statutory offices, and to make and file all necessary certificates, reports, powers of attorney and other instruments as may be required by the laws of such state, territory, dependency or country to authorize the Company to transact business therein, and, whenever it is expedient for the Company to cease doing business therein and withdraw therefrom, to revoke any appointment of agent or attorney for service of process, and to file such certificates, reports, revocations of appointment or surrender of authority of the Company to do business in any such state, territory, dependency or country.

#### **VIII. DEPOSITORY RESOLUTIONS**

RESOLVED, that the Authorized Person is hereby authorized, in the name and on behalf of the Company, to establish accounts with such financial institutions located in such cities and states as she, in her sole and absolute discretion, shall deem necessary or desirable, and that such

accounts be established in accordance with and governed by the general rules and regulations of such financial institutions.

RESOLVED FURTHER, that the Manager hereby authorizes the Authorized Person to approve and adopt any and all additional resolutions required by any such financial institution to facilitate the establishment of such accounts.

RESOLVED FURTHER, that the Authorized Person is hereby authorized to certify to any such financial institution that the resolutions in the particular form required by such financial institution were duly adopted and approved by the Manager on the date of this instrument, or any date subsequent thereto, and are hereby instructed to retain a copy of such resolutions in the permanent records of the Company.

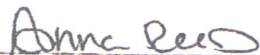
#### IX. FURTHER AUTHORIZATION

RESOLVED, that the Authorized Person is hereby authorized and directed to take or to cause to be taken all such further action and to sign, execute, acknowledge, certify, deliver, accept, record and file all such further instruments, in the name and on behalf of the Company, as in her judgment shall be necessary, desirable or advisable in order to carry out the intent, and to accomplish the purposes, of the foregoing resolutions.

RESOLVED FURTHER, that all actions heretofore taken by the Authorized Person in connection with the matters set forth in this Consent are hereby approved, ratified and confirmed in all respects.

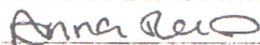
IN WITNESS WHEREOF, the undersigned sole Manager has executed this Consent to be effective as of the 26th day of May, 2020.

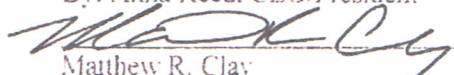
MANAGER

  
\_\_\_\_\_  
Anna Reed

CONSENTED TO, APPROVED AND RATIFIED BY ALL MEMBERS OF COMPANY

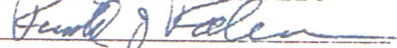
Thin Blue Line Benefits, Inc.

  
By: Anna Reed, CEO/President

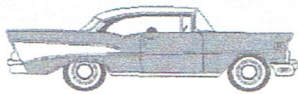
  
Matthew R. Clay

  
Bryan D. Potter

Rockledge Investments, LLC

  
By: Ronald J. Raben, Vice President





## ENGAGEMENT AGREEMENT

**Rockledge Consulting LLC**  
**Ronald J. Raben, President**  
**Executive and Business Consulting**

**4000 Rockledge Drive**  
**Austin, Texas 78731**  
**Cell (512) 784-6692**  
**[raben1957@gmail.com](mailto:raben1957@gmail.com)**

Anna Reed, CEO, President, Manager  
Thin Blue Line Benefits Association Holdings LLC  
208 Fulton Avenue  
Rockport, TX 78382

**Purpose, Term.** The purpose of this Engagement Agreement is to set forth certain aspects of your engagement of Rockledge Consulting LLC/Ronnie Raben (RCL) for executive business consulting services, past and future. RCL will use its best efforts to be of value to you with regard to advisory and consultative business services on matters agreed to from time to time by both of us. This Engagement Agreement may be terminated at any time by either of us.

**Fees.** RCL shall be paid such amounts during the term of this Engagement Agreement as the parties agree.

**Executive Consulting Services Business, Not Legal.** RCL services are business related, not legal related. While Ronnie practiced law for twenty years (1969-1989), he retired and moved to Texas many years ago. He has never studied law in Texas, and he has never become a member of the Texas Bar. It would neither be legal nor prudent for RCL to represent or suggest that it or any of its associates can practice law in Texas, and it would not be prudent for you to expect that RCL can practice law in Texas. RCL recommends that you seek the services and advice of an attorney for any legal advice or services that you may desire. Thank you for understanding. Some people think that since Ronnie was an attorney that he is now an attorney, but this is not true. RCL will only give you business executive consulting and bill you for business executive consulting.

**Communication.** RCL regards its ability to advise and consult with you as an honor, and solicits your feedback at any time during our engagement so that its goal to serve you by adding value to your business may have the best chance to be realized.

**Acceptance.** If these terms are acceptable to you, then please accept below and return this Engagement Agreement by fax or scan, and remit your fee or retainer, if any, so this Engagement Agreement may govern our business executive consulting and advising relationship.

Agreed to and accepted as of the 26th day of May, 2020.

Thin Blue Line Benefits Association Holdings LLC

A handwritten signature in dark ink, appearing to read "Anna Reed", written over a horizontal line.

By: Anna Reed, CEO, President, Manager

**THANK YOU FOR YOUR BUSINESS!**

**MARKETING AGREEMENT**  
**between**  
**THIN BLUE LINE BENEFITS, INC.**  
**and**  
**THIN BLUE LINE BENEFITS ASSOCIATION HOLDINGS LLC**

This Marketing Agreement ("Agreement") is made and entered into effective as of May 26, 2020 ("Effective Date") by and between Thin Blue Line Benefits, Inc., a Texas corporation ("Insurance Company"), with its principal address at 208 Fulton Avenue, Rockport, TX 78382; and Thin Blue Line Benefits Association Holdings LLC, a Texas limited liability company ("Marketing Company"), with its principal address at 208 Fulton Avenue, Rockport, TX 78382. Insurance Company and Marketing Company are referred to as parties in this Agreement ("Parties").

**Whereas**, Insurance Company is owned 100% by Anna Reed ("Anna") and is in the business of selling insurance, and

**Whereas**, Insurance Company desires to combine with Bryan Potter, Matt Clay and Rockledge Investments, LLC/Ronnie Raben as minority owners ("Team") in a separate entity, Marketing Company, to form associations that will provide free membership and other items as marketing to the key insureds and their families that Insurance Company would like to have as clients, and

**Whereas**, Insurance Company will fund Marketing Company and pay Insurance Company's net profits defined below to Marketing Company for such marketing, it being understood and agreed that Anna is the sole manager of, and that Insurance Company is the majority owner of, Marketing Company.

**Now, Therefore**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Funding and Engagement.** Insurance Company, in order to induce the Team to join Marketing Company, and as the majority owner of Marketing Company, hereby agrees to fund the expenses of and engages Marketing Company to organize, create and operate wholly owned subsidiaries in various states to serve as associations with free membership, training and development and other items as marketing to the group of people and their families who may purchase insurance from Insurance Company ("Marketing Services").

**Expenses and Fee.** In consideration of the Services, Insurance Company hereby agrees to pay all of (a) the expenses of Marketing Company, and (b) its net income defined herein as all of its gross income (excluding any and all residual income to Anna from Aflac Insurance existing as of the Effective Date) minus all of its expenses related thereto ("Net Income") to Marketing Company on a quarterly or more often basis.

**No Agency or Employment Relationship.** This Agreement does not create any principal-agent or employer-employee relationship between Insurance Company and Marketing Company. Marketing Company is not the agent or employee of Insurance Company.

**Term.** This Agreement shall begin as of the Effective Date and continue until Marketing Company and Team agree to terminate it.



**Entire Agreement and Third Party Beneficiaries.** This Agreement constitutes the entire agreement between the Parties and supercedes all prior agreements, negotiations, proposals and communications between the Parties concerning the subject matter hereof, and is meant to extend its benefits to the Team and to other third party beneficiaries.

**Modification and Amendment.** This Agreement may be modified or amended only by a written instrument executed by the Parties, Anna and Team, and may not be amended or modified orally or by conduct.

**Waiver.** No right or obligation of any Party pursuant to this Agreement and no term of this Agreement may be waived, except by a written instrument executed by the Parties, Anna and Team. No waiver of any term or provision of this Agreement, or any right or obligation under this Agreement, may be waived orally or by mere act or omission of either Party, Anna or Team.

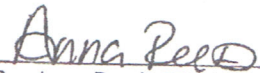
**Illegality or Invalidity.** If any provision of this Agreement is found to be invalid or unenforceable for any reason, all provisions hereof and applications hereof not held to be invalid or unenforceable shall continue in full force and effect and shall in no way be impaired thereby. Upon determination that any term or provision hereof is invalid or unenforceable, this Agreement shall be deemed to be modified and amended so as to affect the original intent of the Parties, Anna and Team as closely as possible in a lawful and acceptable manner, to the end that the agreement herein is enforced to the maximum extent permitted under the law.

**Governing Law and Jurisdiction.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas regardless of the choice of law rules of such state or any other jurisdiction. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of either the state or federal courts located in Austin, Texas, and the Parties, Anna and Team agree and submit to the personal and exclusive jurisdiction and venue of these courts.

This Agreement is entered into and is effective as of the date written above.

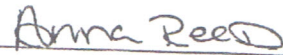
**Insurance Company:**

Thin Blue Line Benefits, Inc.


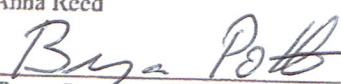
  
By: Anna Reed, CEO/President


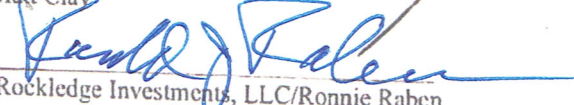
**Marketing Company:**

Thin Blue Line Benefits Holdings LLC

  
By: Anna Reed, CEO/President

The above inures to the benefit of and is binding upon and the Team as set forth in the above Agreement:

  
Anna Reed  
  
Bryan Potter

  
Matt Clay  
  
Rockledge Investments, LLC/Ronnie Raben



SEE REVERSE HEREOF FOR CERTAIN LEGENDED INFORMATION



**CLASS B NONVOTING MEMBER UNITS**  
**THIN BLUE LINE BENEFITS ASSOCIATION LLC**

**Certificate Number**  
**-- #3B --**

**Class B Nonvoting Units**  
**--1,250,000--**

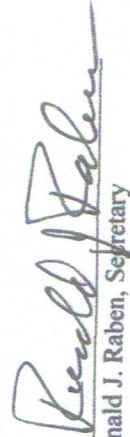
**ORGANIZED UNDER THE LAWS OF THE STATE OF TEXAS**

**THIS IS TO CERTIFY THAT ROCKLEDGE INVESTMENTS, LLC is the owner of**  
**ONE MILLION TWO HUNDRED FIFTY THOUSAND (1,250,000)**  
fully paid and non-assessable Class B Nonvoting Member Units of

**THIN BLUE LINE BENEFITS ASSOCIATION LLC**

transferable only by the holder in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed.  
The Limited Liability Company has caused this Certificate to be signed by its duly authorized officers effective **MAY 26, 2020.**

**Guineith A. Reed, CEO/President**

  
**Ronald J. Raben, Secretary**



SEE REVERSE HEREOF FOR CERTAIN LEGENDED INFORMATION



CLASS B NONVOTING MEMBER UNITS  
**THIN BLUE LINE BENEFITS ASSOCIATION LLC**

Certificate Number  
-- #2B --

Class B Nonvoting Units  
--1,250,000--

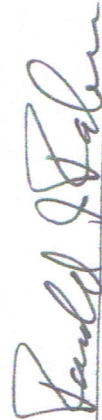
ORGANIZED UNDER THE LAWS OF THE STATE OF TEXAS

THIS IS TO CERTIFY THAT **BRYAN D. POTTER** is the owner of  
**ONE MILLION TWO HUNDRED FIFTY THOUSAND (1,250,000)**  
fully paid and non-assessable Class B Nonvoting Member Units of

**THIN BLUE LINE BENEFITS ASSOCIATION LLC**

transferable only by the holder in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed.  
The Limited Liability Company has caused this Certificate to be signed by its duly authorized officers effective **MAY 26, 2020**.

Guineeth A. Reed, CEO/President

  
Ronald J. Raben, Secretary



SEE REVERSE HEREOF FOR CERTAIN LEGENDED INFORMATION



CLASS B NONVOTING MEMBER UNITS  
**THIN BLUE LINE BENEFITS ASSOCIATION LLC**

Certificate Number  
-- #1B --

Class B Nonvoting Units  
--1,250,000--

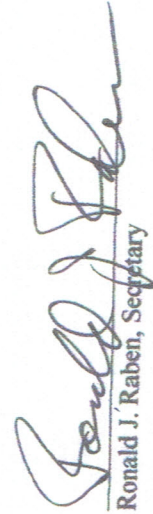
ORGANIZED UNDER THE LAWS OF THE STATE OF TEXAS

THIS IS TO CERTIFY THAT **MATTHEW R. CLAY** is the owner of  
**ONE MILLION TWO HUNDRED FIFTY THOUSAND (1,250,000)**  
fully paid and non-assessable Class B Nonvoting Member Units of

**THIN BLUE LINE BENEFITS ASSOCIATION LLC**

transferable only by the holder in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed.  
The Limited Liability Company has caused this Certificate to be signed by its duly authorized officers effective **MAY 26, 2020**.

Guineeth A. Reed, CEO/President

  
Ronald J. Raben, Secretary



SEE REVERSE HEREOF FOR CERTAIN LEGENDED INFORMATION



CLASS A VOTING MEMBER UNITS

**THIN BLUE LINE BENEFITS ASSOCIATION LLC**

Certificate Number

-- #1A --

Class A Voting Units  
--6,250,000--

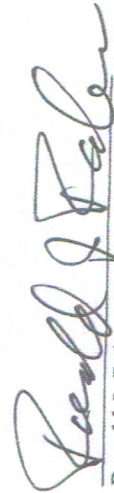
ORGANIZED UNDER THE LAWS OF THE STATE OF TEXAS

THIS IS TO CERTIFY THAT **THIN BLUE LINE BENEFITS, INC.** is the owner of  
**SIX MILLION TWO HUNDRED FIFTY THOUSAND (6,250,000)**  
fully paid and non-assessable Class A Voting Member Units of

**THIN BLUE LINE BENEFITS ASSOCIATION LLC**

transferable only by the holder in person or by duly authorized attorney, upon surrender of this Certificate properly endorsed.  
The Limited Liability Company has caused this Certificate to be signed by its duly authorized officers effective **MAY 26, 2020.**

Guineeth A. Reed, CEO/President

  
Ronald J. Raben, Secretary



THE UNITS EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR ANY STATE SECURITIES LAWS AND MAY NOT BE SOLD, ASSIGNED, TRANSFERRED, EXCHANGED, MORTGAGED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF UNLESS REGISTERED UNDER THE ACT AND ANY APPLICABLE STATE SECURITIES LAWS OR UNLESS AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND ANY SUCH LAWS IS AVAILABLE. THE UNITS EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AND OTHER TERMS AND CONDITIONS SET FORTH IN THE COMPANY AGREEMENT OF THE COMPANY, AS THE SAME MAY BE AMENDED FROM TIME TO TIME. A COPY OF SUCH AGREEMENT WILL BE FURNISHED TO THE RECORD HOLDER OF THE UNITS EVIDENCED BY THIS CERTIFICATE WITHOUT CHARGE UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL OFFICE OR REGISTERED OFFICE.

FOR VALUE RECEIVED, I hereby sell, assign and transfer unto \_\_\_\_\_ exactly \_\_\_\_\_ Units represented by the within Certificate, and do hereby irrevocably constitute and appoint \_\_\_\_\_ my Attorney to transfer the Units on the books of the within named Limited Liability Company with full power of substitution in the premises.

Dated: \_\_\_\_\_

OWNER:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

WITNESS: Executed by the Owner in the presence of:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_